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16 UNITED STATES DISTRICT COURT FOR THE
17 CENTRAL DISTRICT OF CALIFORNIA
18 WESTERN DIVISION

19 -----
20 ZUFFA, LLC d/b/a Ultimate Fighting
21 Championship,

22 Plaintiff,

23 **COMPLAINT**

24 -against-

25 Civil Action No.

26 SARKIS GRIGORYAN and KNARIK
27 MNATSAKANYAN, Individually, and as
28 officers, directors, shareholders and/or principals
of ISIS BISTRO LOUNGE, INC., d/b/a ISIS
LOUNGE,

and

ISIS BISTRO LOUNGE, INC., d/b/a ISIS
LOUNGE,

Defendants.

Comp.

1 Plaintiff, ZUFFA, LLC d/b/a Ultimate Fighting Championship (hereinafter
2 "Plaintiff"), by their attorneys, LONSTEIN LAW OFFICE, P.C., complaining of the
3 Defendants herein respectfully sets forth and alleges, as follows:
4

5
6 **JURISDICTION AND VENUE**
7

8 1. This is a civil action seeking damages for violation of 47 U.S.C. §§ 553 or
9 605, et seq. and for copyright infringement under the copyright laws of the U.S. (17
10 U.S.C. §101, et seq.).

11 2. This Court has jurisdiction under 17 U.S.C. §101, et seq. and 28 U.S.C.
12 Section §1331, which states that the district courts shall have original jurisdiction of all
13 civil actions arising under the Constitution, laws, or treaties of the United States; and 28
14 U.S.C. Section §1338(a) (copyright).
15

16 3. Upon information and belief, venue is proper in this court because, inter alia, a
17 substantial part of the events or omissions giving rise to the claim occurred within Los
18 Angeles County, which is within the Central District of California (28 U.S.C. § 1391(b)
19 and 28 U.S.C. § 84(c)(2)).
20

21 4. This Court has personal jurisdiction over the parties in this action. Defendants
22 to this action had or have an agent or agents who has or have independently transacted
23 business in the State of California and certain activities of Defendants giving rise to this
24 action took place in the State of California; more particularly, Defendants' acts of
25 violating federal laws and the proprietary rights of Plaintiff, as distributor of the satellite
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27
28

1 programming transmission signals took place within the State of California. Moreover,
2 upon information and belief, Defendants have their principal place of business within the
3 State of California; thus, this Court has personal jurisdiction over Defendants.
4

5
6 **THE PARTIES**
7

8 5. The plaintiff is a Nevada Limited Liability Company with its principal place
9 of business located at 2960 West Sahara Avenue, Las Vegas, Nevada 89102.

10 6. Plaintiff is the owner of the UFC 207 Broadcast, including all undercard
11 matches and the entire television Broadcast, scheduled for December 30, 2016, via closed
12 circuit television and via encrypted satellite signal (hereinafter referred to as the
13 "Broadcast").
14

15 7. Upon information and belief the Defendant, SARKIS GRIGORYAN, resides
16 at 618 E. Maple Street, Apt. 1, Glendale, CA 91205.

17 8. Upon information and belief the Defendant, KNARIK MNATSAKANYAN,
18 resides at 618 E. Maple Street, Apt. 1, Glendale, CA 91205.
19

20 9. Upon information and belief the Defendants, SARKIS GRIGORYAN and
21 KNARIK MNATSAKANYAN, are officers, directors, shareholders and/or principals of
22 ISIS BISTRO LOUNGE, INC., d/b/a ISIS LOUNGE located at 1615 E. Washington
23 Boulevard, Pasadena, CA 91104.
24

25 10. Upon information and belief the Defendant, ISIS BISTRO LOUNGE, INC.,
26 is a domestic corporation licensed to do business in the State of California.
27
28

1 11. The Registered Agent for ISIS BISTRO LOUNGE, INC. is KNARIK
2 MNATSAKANYAN located at 1615 E. Washington Boulevard, Pasadena, CA 91104.
3

4 12 Upon information and belief the Defendants, SARKIS GRIGORYAN and
5 KNARIK MNATSAKANYAN, were the individuals with supervisory capacity and
6 control over the activities occurring within the establishment known as ISIS LOUNGE,
7 located at 1615 E. Washington Boulevard, Pasadena, CA 91104 on December 30, 2016.
8

9 13. Upon information and belief the Defendants, SARKIS GRIGORYAN, and
10 ISIS BISTRO LOUNGE, INC., received a financial benefit from the operations of ISIS
11 BISTRO LOUNGE, INC., d/b/a ISIS LOUNGE, on December 30, 2016.
12

13 14. Upon information and belief, Defendants, SARKIS GRIGORYAN and
14 KNARIK MNATSAKANYAN, were the individuals with close control over the internal
15 operating procedures and employment practices of ISIS BISTRO LOUNGE, INC., d/b/a
16 ISIS LOUNGE, on December 30, 2016.
17

18 15. Upon information and belief, Defendant, ISIS BISTRO LOUNGE, INC.,
19 d/b/a ISIS LOUNGE, located at 1615 E. Washington Boulevard, Pasadena, CA 91104,
20 had a capacity for 51-100 people on December 30, 2016.
21

22 16. Upon information and belief, Defendant, ISIS BISTRO LOUNGE, INC.,
23 d/b/a ISIS LOUNGE, is a business entity, having its principal place of business at 1615 E.
24 Washington Boulevard, Pasadena, CA 91104.
25

26 17. Upon information and belief, Defendants, SARKIS GRIGORYAN and
27 KNARIK MNATSAKANYAN, advertised for the exhibition of Plaintiff's Broadcast
28

1 within the commercial establishment known as ISIS LOUNGE.

2
3 18. Upon information and belief, Defendant, ISIS BISTRO LOUNGE, INC.,
4 advertised for the exhibition of Plaintiff's Broadcast within the commercial establishment
5 known as ISIS LOUNGE.

6
7 **COUNT I**

8 19. Plaintiff hereby incorporates by reference all of the allegations contained in
9 paragraphs "1" through "18," inclusive, as though set forth herein at length.

10 20. Plaintiff is the owner of the UFC 207 Broadcast, including all undercard
11 matches and the entire television Broadcast, scheduled for December 30, 2016, via closed
12 circuit television and via encrypted satellite signal (hereinafter referred to as the
13 "Broadcast").
14

15 21. Plaintiff's Broadcast originated via satellite uplink and was subsequently
16 re-transmitted to cable systems and satellite companies via satellite signal.

17 22. Plaintiff, or their authorized agent for commercial distribution, for a
18 licensing fee, entered into licensing agreements with various entities in the State of
19 California, allowing them to publicly exhibit the Broadcast to their patrons. Upon
20 payment of the appropriate fees, Plaintiff authorizes and enables subscribers to
21 unscramble and receive the satellite Broadcast.
22

23 23. The Broadcast was also available for non-commercial, private viewing
24 through Plaintiff or its authorized online platforms for residential Pay-Per-View purchase
25 via the internet. Owners of commercial establishments wishing to use Plaintiff's
26
27
28

1 Broadcasts for their own commercial gain can surreptitiously gain access to Plaintiff's
2 Broadcasts by purchasing the programming online, without proper authorization, at
3 residential rates, which are greatly discounted compared to the rates required for
4 commercial entities.
5

6 24. In order to view the Broadcast through a website intended for private,
7 non-commercial viewing, an individual purchaser was subject to the copyright language
8 contained therein which expressly stated that the "unauthorized reproduction or
9 distribution of the copyrighted work is illegal."
10

11 25. Upon information and belief, with full knowledge that the Broadcast was not
12 to be received and exhibited by entities unauthorized to do so, the Defendants and/or their
13 agents, servants, workmen or employees, without paying Plaintiff a fee or entering into an
14 agreement with Plaintiff or its authorized agent for commercial exhibition, unlawfully
15 intercepted, received and/or de-scrambled Plaintiff's satellite signal and did exhibit the
16 Broadcast at the above address at the time of its transmission willfully and for purposes of
17 direct or indirect commercial advantage or private financial gain.
18
19

20 26. Upon information and belief, Plaintiff alleges that Defendants effected
21 unauthorized interception and receipt of Plaintiff's Broadcast by ordering programming
22 for residential use and subsequently displaying the programming in the commercial
23 establishment known as ISIS LOUNGE for commercial gain without authorization, or by
24 such other means which are unknown to Plaintiffs and known only to Defendants.
25

26 27. Upon information and belief, Defendants and/or their agents, servants,
27
28

1 workmen and/or employees used an illegal satellite receiver, intercepted Plaintiff's signal
2 and/or used a device to intercept Plaintiff's Broadcast, which originated via satellite
3 uplink and then re-transmitted via satellite or microwave signal to various cable and
4 satellite systems. There are multiple illegal methods of accessing the Broadcast, including
5 but not limited to (1) splicing an additional coaxial cable line or redirecting a wireless
6 signal from an adjacent residence into a business establishment; (2) commercially
7 misusing cable or satellite by registering same as a residence when it is, in fact, a
8 business; or (3) taking a lawfully obtained box or satellite receiver from a private
9 residence, into a business. In addition, emerging technologies, such as broadband or
10 internet Broadcast, as well as "slingbox" technology (which allows a consumer to literally
11 sling the Broadcast from his personal home cable or satellite systems into his computer),
12 can allow commercial misuse of residential broadcasting feeds through the internet from
13 anywhere in the world. Each of these methods would allow Defendants to access the
14 Broadcast unlawfully. Prior to Discovery, Plaintiff is unable to determine the manner in
15 which Defendants obtained the Broadcast. However, it is logical to conclude that
16 Defendants utilized one of the above described methods or another to intercept and
17 exhibit the Broadcast without entering into an agreement to obtain it lawfully from
18 Plaintiff, the legal rights holder for commercial exhibition.

23 28. 47 U.S.C. §605 (a) prohibits the unauthorized reception and publication or
24 use of communications such as the transmission for which plaintiff had the distribution
25 rights thereto.
26

1 29. By reason of the aforementioned conduct, the aforementioned Defendants
2 willfully violated 47 U.S.C. §605 (a).
3

4 30. By reason of the aforementioned Defendants' violation of 47 U.S.C. §605
5 (a), Plaintiff has a private right of action pursuant to 47 U.S.C. §605.

6 31. As a result of the aforementioned Defendants' willful violation of 47 U.S.C.
7 §605 (a), Plaintiff is entitled to damages, in the discretion of this Court, under 47 U.S.C.
8 §605 (e)(3)(C)(i)(II) and (ii) of up to the maximum amount of \$110,000.00 as to each
9 Defendant.
10

11 32. Pursuant to 47 U.S.C. §605, Plaintiff is also entitled to an award of full costs,
12 interest and reasonable attorney's fees.
13

14 **COUNT II**

15 33. Plaintiff hereby incorporates paragraphs "1" through "18" and "20" through
16 "27," inclusive, as though fully set forth herein.

17 34. Upon information and belief, with full knowledge that the Broadcast was not
18 to be received and exhibited by entities unauthorized to do so, the Defendants and/or their
19 agents, servants, workmen or employees did exhibit the Broadcast at the above-captioned
20 address at the time of its transmission willfully and for purposes of direct or indirect
21 commercial advantage or private financial gain.
22

23 35. 47 U.S.C. §553 prohibits the unauthorized reception, interception and
24 exhibition of any communications service offered over a cable system such as the
25 transmission for which Plaintiff had the distribution rights thereto.
26

38. As a result of the aforementioned Defendants' violation of 47 U.S.C. §553, Plaintiff is entitled to damages, in an amount in the discretion of this Court, of up to the maximum amount of \$60,000.00, plus the recovery of full costs, interest and reasonable attorney's fees.

39. Plaintiff hereby incorporates paragraphs "1" through "18" and "20" through "27," and "34," inclusive, as though fully set forth herein.

41. As a copyright holder of the rights to the UFC 207 Broadcast, Plaintiff has

1 rights to the Broadcast, including the right of distribution as well as the licensing to
2 commercial establishments for the right to exhibit same.

3
4 42. Defendants never obtained the proper authority or license from Plaintiff, or
5 its authorized agent for commercial distribution, to publicly exhibit the UFC 207
6 Broadcast on December 30, 2016.

7
8 43. Upon information and belief, with full knowledge that the UFC 207
9 Broadcast can only be exhibited within a commercial establishment by the purchasing of
10 a license from Plaintiff, or its authorized agent for commercial distribution, Defendants
11 and/or their agents, servants, workmen or employees illegally intercepted the Broadcast
12 and exhibited same in their commercial establishment on December 30, 2016.

13
14 44. Specifically, upon information and belief, the Defendants and/or their agents,
15 servants, workmen and employees unlawfully obtained the UFC 207 Broadcast, enabling
16 Defendants to publicly exhibit the Broadcast without paying the appropriate licensing fee
17 to Plaintiff, or its authorized agent for commercial distribution.

18
19 45. By reason of the aforementioned conduct, the Defendant willfully violated
20 17 U.S.C. §501(a).

21 46. By reason of the aforementioned Defendants' violation of 17 U.S.C. §501(a),
22 Plaintiff has a private right of action pursuant to 17 U.S.C. §501 (b).

23
24 47. As a result of Defendants' willful infringement of Plaintiff's copyrights and
25 exclusive rights under copyright, Plaintiff is entitled to damages, in the discretion of this
26 Court, under 17 U.S.C. §504(c)(1) and 504(c)(2), of up to the maximum amount of

1 \$150,000.00.

2 48. Plaintiff is further entitled to its attorney's fees and costs pursuant to 17
3 U.S.C. §505.
4

5 **WHEREFORE**, the Plaintiff requests that judgment be entered in its favor and
6 against each of the aforementioned Defendants granting to plaintiff the following:
7

8 (a) Declare that Defendants' unauthorized exhibition of the December 30,
9 2016, UFC 207 Broadcast, violated the Federal Communications Act and
10 that such violations were committed willfully and for purposes of
11 Defendants' direct or indirect commercial advantage or for private
12 financial gain.

13 (b) On the first cause of action, statutory penalties in an amount, in the
14 discretion of this Court, of up to the maximum amount of \$110,000.00 as
15 to each Defendant for their willful violation of 47 U.S.C. §605 (a); or

16 (c) On the second cause of action, statutory penalties in an amount, in the
17 discretion of this Court, of up to the maximum amount of \$60,000.00 as to
18 each Defendant for their violation of 47 U.S.C. §553.

19 (d) Attorney's fees, interest, costs of suit as to each Defendant pursuant to
20 47 U. S. C. § 605 (e).

21 (e) On the third cause of action, statutory penalties in an amount, in the
22 discretion of this Court, of up to the maximum amount of \$150,000.00 as
23 to each Defendant pursuant to §504(c)(1) and §504(c)(2) for their violation
24 of 17 U.S.C. §501(a).

25 (f) Attorney's fees, interest, costs of suit as to each Defendant pursuant to
26

1
2 47 U. S. C. § 605 (e)(3) (B) (iii) and/or §553 (c)(2)(C).

3 (g) Attorney's fees, interest, costs of suit as to Defendant pursuant to 17
4 U.S.C. §505, together with such other and further relief as this Court may
5 deem just and proper.

6 Dated: June 9, 2017
7 Ellenville, NY

8 **ZUFFA, LLC**

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19 *Our File No. ZU16-27CA-02*

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